

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2003-9

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the District of Sault Ste. Marie Social Services Administration Board for the provision of Child Care Resource Centre services through the Prince Township Parent/Child Resource Centre

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the District of Sault Ste. Marie Social Services Administration Board for the provision of Child Care Resource Centre services through the Prince Township Parent/Child Resource, which Agreement is attached hereto as Schedule "A".

2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 10th day of June
2003


Reeve


Administrator

SERVICE CONTRACT

This Contract made in duplicate

BETWEEN:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD
(DSSAB)**

-and -

Corporation of the Township of Prince

AS DSSAB has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into this contract for the provision of child care services;

AND AS the Service Provider has agreed to provide child care services described in the attached Service Description Schedule(s);

THEREFORE THE PARTIES agree as follows:

Definitions

1. In this Contract,

- (a) "DSSAB Staff" means the staff of DSSAB authorized to exercise the rights and perform the duties of DSSAB under this contract whether employed directly by DSSAB or the Corporation of the City of Sault Ste. Marie.
- (b) "Service Provider", for purposes of child care means "Service Delivery Agent".

Service

2. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule(s) and Service Data Schedule and in accordance with the policies, guidelines and requirements of DSSAB as communicated to it.

Term

3. This contract will be in force from January 1, 2003 until it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either party by giving sixty (60) days' written notice. In the event of termination, the Service Provider will refund forthwith to DSSAB any monies advanced by DSSAB and not expended in accordance with the approved budget.

Consideration

4. (a) DSSAB will pay to the Service Provider, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule. DSSAB reserves the right to determine the amounts, times and manner of such payments.
- (b) The parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this contract is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.
- (c) The Service Provider may transfer funds between budget lines with the written approval of DSSAB.
- (d) It is agreed and understood that DSSAB may withhold payments if the Service Provider is in breach of its obligations under this contract.
- (e) If targets are not achieved to the level indicated in the Service Data Schedule, DSSAB may request that funds in an amount reflective of the underachieved targets be returned to DSSAB.

DSSAB Access and Consultation

5. (a) The Service Provider will permit DSSAB staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract.
- (b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with DSSAB staff.

Reports

6. (a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this contract, acceptable to DSSAB which shall include program data such as statistics on target achievements and such other information as DSSAB requires.
- (b) The Service Provider will also prepare and submit to DSSAB, annually, or at any time upon reasonable request, a comprehensive report acceptable to DSSAB staff respecting the services being provided.

Financial Records and Reports

7. (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow DSSAB staff or such other persons appointed by DSSAB to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.
- (b) The Service Provider will, unless DSSAB indicates otherwise, submit to DSSAB an audited financial statement and reconciliation report with respect to the services provided pursuant to this contract within four (4) months of the Service Provider's financial year end.
- (c) The Service Provider will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years.

- (d) The Service Provider will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as DSSAB may require.
- (e) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Service Data Schedule.
- (f) The Service Provider will comply with DSSAB's policies on the treatment of revenues and expenditures which will be issued from time to time.
- (g) The Service Provider will prepare and submit to the Ontario Early Years Centre, located in the Sault Ste. Marie electoral riding, quarterly or at any time upon reasonable request, a financial and statistical report in such form and containing such information as the Ontario Early Years Centre may require.

Service Records

- 8. In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this contract without the prior consent of DSSAB, which may be given subject to such conditions as DSSAB deems advisable.

Confidentiality

- 9. The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than DSSAB staff at any time during or following the term of this contract, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is an "institution" as defined in the Municipal Freedom of Information and Protection of Privacy Act, the provisions of such Act with respect to the disclosure or release of information apply.

Conflict of Interest

- 10.1. The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to DSSAB where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of DSSAB) with the provision of services pursuant to the contract. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the City relevant to the services where DSSAB has not specifically authorized such use.
- .2 The Service Provider shall disclose to DSSAB without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- .3 A breach of this section by the Service Provider shall entitle DSSAB to terminate the contract, in addition to any other remedies that DSSAB has in the contract, in law or in equity.

Indemnification

11. (a) The Service Provider will, both during and following the term of this contract, indemnify and save harmless DSSAB from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this contract.
- (b) Despite the provisions of clause 11(a), for purposes of Ontario Works, the following provisions apply:
 - i) If an Ontario Works participant is placed with an employer who is covered under Schedule 1 or 2 of the regulations made under the *Workplace Safety & Insurance Act, 1997*, the participant will be entitled to claim benefits under such Act if he or she suffers a work-related injury or illness while participating in an approved community placement. DSSAB will cover the compensation and benefits cost of Workers' Compensation claims awarded by the Workers' Safety Insurance Board to a claimant in relation to work-related injury or illness suffered while participating in an approved community placement.

- ii) If the employer is not compulsorily covered under either Schedule 1 or Schedule 2 of the *Workplace Safety and Insurance Act, 1997* and the employer has not applied for coverage, a participant in an approved Ontario Works community placement will be covered under DSSAB's Accident Insurance Plan.

Insurance

12. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to DSSAB in an amount of not less than one million dollars (\$1,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

- (a) include as an additional insured District of Sault Ste. Marie Social Services Administration Board in respect of and during the provision of services by the Service Provider pursuant to this contract;
- (b) contain a cross-liability clause endorsement; and
- (c) contain a clause including liability arising out of the contract or agreement.

The Service Provider will submit to DSSAB, upon request, proof of insurance.

Termination

13. Either party may terminate this contract in whole or in part with respect to the provision of any particular service upon sixty (60) days' notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Freedom of Information

14. Any information collected by DSSAB pursuant to this contract is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act* and the *provincial Freedom of Information and Protection of Privacy Act*.

Human Rights Code

15. It is a condition of this contract and of every contract entered into pursuant to the performance of this contract, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this contract.

Wage Subsidy Grants

16. If the Service Provider is eligible to receive child care wage subsidy grants, the Service Provider agrees to comply with all of the conditions and requirements set out in the "Child Care Wage Subsidy Grants Guidelines and Procedures".

Disposition

17. The Service Provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with DSSAB funds pursuant to this contract without the prior written consent of DSSAB, which may be given subject to such conditions as DSSAB deems advisable.

Amendments

18. This contract may be amended by substitution of the Schedules, duly signed by the parties to this contract.

Non-Assignment

19. The Service Provider will not assign this contract, or any part thereof, without the prior written approval of DSSAB, which approval may be withheld by DSSAB in its sole discretion or given subject to such conditions as DSSAB may impose.

Schedules

20. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this contract.

Laws

21. The Service Provider agrees that the Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this contract.

IN WITNESS WHEREOF this contract has been signed by an authorized DSSAB official on behalf of DSSAB and the Service Provider by its proper signing officers.

Signed, sealed and delivered

on the _____ day of _____, 2003

**District of Sault Ste. Marie Social
Services Administration Board**

DSSAB Witness

Chair -

Vice Chair -

Witness*

Service Provider

(Seal)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE

ORGANIZATION NAME: Corporation of the Township of Prince

LEGISLATION: Day Nurseries Act

SERVICE NAME: Wage Subsidy - Non Profit

Service Objectives:

The Wage Subsidy Grant is to enhance job rate levels and salaries for all full time and part time program and non-program staff.

Service Description:

The Wage Subsidy funds are to be allocated according to the "Child Care Wage Subsidy Grants Guidelines and Procedures".

Service Location:

3042 Second Line W.
R.R. #6 Prince
Sault Ste. Marie, ON P6A 6K4

Method of Evaluation:

A wage subsidy utilization statement must be submitted to the Community Child Care Services office annually.

SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE

ORGANIZATION NAME: Corporation of the Township of Prince

LEGISLATION: Day Nurseries Act

SERVICE NAME: Resource Centre

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Service Objectives:

The objectives relate to education, quality care and guidance of children as well as providing support to parents and families.

- Activities relate to promoting the physical, social, emotional and intellectual growth of children as well as providing a variety of educational resources for parents.
 - Developmentally appropriate toys, books and information related to family life issues are available for lending.
 - Workshops and special play activities are hosted on a regular basis.
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Service Description:

Prince Township Parent Child Resource Centre is a non-profit child care facility. The Toy Lending Library/Resource Centre is funded to operate a minimum of 24 hours per week between Monday to Saturday.

The general public is able to access the drop-in service and nominal membership fees are charged for borrowing privileges.

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Service Location:

3042 Second Line West
R.R. #6 Prince
Sault Ste. Marie, Ontario P6A 6K4

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Method of Evaluation:

Parents are encouraged to be involved in the decision making process through participation on the Parent Advisory Committee.

The agency works in a collaborative manner with other agencies to ensure appropriate services and avoid duplication.

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**Service Contract
Face Sheet**

Budget Year

2003

Organization Name: Corporation of the Township of Prince

Contact: Karen Vallee

Project Code	Subline #	Service Name(s)
579	2053411	Child Care Deliv. Agent Fee Subsidy DNA
580	2053412	Child Care Deliv. Agent Special Needs Resourcing
582	2053415	Child Care Deliv. Agent Resource Centres
584	2053416	Child Care Deliv. Agent Wage Sub Non-profit

District of Sault Ste. Marie Social Services Administration Board Authorized Signatures	
Signature:	_____
Date:	_____
Signature:	_____
Date:	_____

A complete Service Contract Includes : Face Sheet Budget Summary Actuals & Analysis Service Data Summary - Service & Financial Targets	Organization Authorized Signatures Signature: _____ Date: _____ Signature: _____ Date: _____
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